

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CALANA SL,

Plaintiff,

08 Civ. 520 (CM) (AJP)

-against-

MADISON ADMINISTRATIVE SERVICES, INC.  
and P.M.H. INTERNATIONAL, INC. also d/b/a  
HELLE COMFORT,

Defendants.

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**CALANA'S REQUIRED DISCLOSURES  
PURSUANT TO FRCP RULE 26(a)(1)**

Plaintiff, Calana SL ("Calana"), discloses the following in accordance with the requirements of FRCP 26(a)(1) and the Court's February 27, 2008 Case Management Order ("CMO"):

**(A) Identification of Individuals Likely to Have Discoverable Information Which Calana May Use to Support its Claims or Defenses.**

**Individual**

**Subjects of Information**

**Jose R. Trespalacios**

Madison Administrative Services, Inc.  
32 Madison Avenue  
New York, New York

General information concerning the relationships between the parties, the transactions which are the subject of the Complaint and the disposition of the goods at issue.

**Larry J. Feder**

Madison Administrative Services, Inc.  
32 Madison Avenue  
New York, New York

General information concerning the relationships between the parties, the transactions which are the subject of the Complaint and the disposition of the goods at issue.

**Peter Helle**

P.M.H. International, Inc.  
20701 N. Scottsdale Rd.,  
Scottsdale, Arizona

General information concerning the relationships between the parties, the transactions which are the subject of the Complaint and the disposition of the goods at issue.

**(B) Identification of Documents, Data Compilations and Tangible Things in Calana's Possession, Custody or Control Which May be Used to Support Calana's Claims or Defenses.**

Documents numbered Calana 000001 through Calana 000236 were transmitted under separate cover on April 2, 2008.

**(C) Calana's Damage Computations.**

Calana's damages of \$366,382.48 plus applicable interest can be ascertained from the documentary production already provided. The computation of damages is also detailed in of the Complaint filed herein. Between on or about September 23, 2005 and on or about October 21, 2005, Calana shipped and delivered to Helle and Madison approximately 9,300 pairs of the Shoes, which were ordered and sold at the aggregate agreed-upon and reasonable price of EUR 367.190,75, which, upon information and belief, was recorded upon the books and records of Madison and Helle as US\$ 452,664.95. Madison and Helle paid to Calana the sum of \$ 86,282.47, or EUR 73,260.73, leaving an unpaid balance due Calana of EUR 293.930.02 or US\$ 366,382.48.

**(D) Insurance Disclosure**

Calana holds a policy of credit insurance with CESCE, SA. Calana will only become entitled to indemnification under the policy to the extent that (1) the defendants are adjudged liable and (2) judgment cannot be satisfied.

**RESERVATION OF RIGHTS**

Calana reserves the right to supplement these disclosures should it become aware of additional responsive information and/or documents not disclosed herein.

Dated: New York, New York  
April 11, 2008

BALLOON STOLL BADER & NADLER, PC  
*Attorneys for Plaintiff*

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